

Link Rewards Programme

Terms & Conditions

Last updated: [14 April 2022]

DEFINITIONS

For the purpose of these Link Rewards Programme Terms and Conditions (“Link Terms and Conditions”), the following terms when capitalised shall have the meanings as set forth below, except where the context otherwise requires:

1. “Account” means the Linkpoints account maintained by NTUC Link for the Link Member.
2. “Award” means the award of Linkpoints to the Link Member by Link Partner.
3. “Customers” refers to both members and non-members of the Link Programme.
4. “FairPrice Services” means the features and other products and services provided by FairPrice Group when customers visit or use the FPG Platform.
5. “FairPrice App” means the iOS or Android mobile app for FairPrice Group mobile application.
6. “FairPrice Group” means NTUC FairPrice Co-operative Limited and its subsidiaries, which include NTUC Link.
7. “FairPrice Website” means <https://www.fairprice.com.sg/>.
8. “FPG Platform” means FairPrice Website and FairPrice App.
9. “Link Logo” means the logo or business mark of NTUC Link used to denote the Link Programme.

10. “Link Member” means a member of the Link Programme to whom a valid Rewards Card has been issued.
11. “Link Partner” means the partner participating in the Link Programme with whom NTUC Link has entered into a valid Partner Agreement.
12. “Link Partner’s Platform” means the loyalty points conversion platform owned and operated by the relevant Link Partner that allows Link Members to convert their Loyalty Points to Linkpoints, or vice versa.
13. “Link Programme” refers to the Link Rewards Programme owned and managed by NTUC Link which issues Linkpoints to Link Members in accordance with these Link Terms and Conditions.
14. “Link Website” means <https://link.sg> and its subdomains.
15. “Linkpoints” means the loyalty points awarded to the Link Member under the Link Programme.
16. “Linkpoints Exchange” means the loyalty points conversion platform owned and operated by NTUC Link that allows Link Members to convert their Loyalty Points to Linkpoints, or vice versa.
17. “Linkpoints Exchange Partner” means an entity owning or managing a Loyalty Programme and with whom NTUC Link has entered into a valid agreement to allow their mutual members to convert the Loyalty Points of such entity to Linkpoints, or vice versa, on the Linkpoints Exchange or the Link Partner’s platform.
18. “Loyalty Points” means the loyalty points issued to members of the Loyalty Programme by the Link Partner which owns or manages such Loyalty Programme.
19. “Loyalty Programme” means a loyalty rewards programme owned or managed by a Link Partner which issues Loyalty Points to the members of such loyalty rewards programme in accordance with the terms and conditions of such Loyalty Programme as specified by the Link Partner.

20. “NTUC Link” means NTUC Link Private Limited.
21. “NTUC Union Member” means an individual holding a valid Union membership.
22. “Partner Agreement” means the agreement between NTUC Link and the Link Partner setting out the terms and conditions of the Link Partner’s participation in the Link Programme, including but not limited to the terms and conditions relating to Awards for qualifying purchases of the Link Partner’s goods and/or services.
23. “Partner’s Terms and Conditions” means the terms and conditions stipulated by the Link Partner and approved by NTUC Link, in relation to the Awards for qualifying purchases of the Link Partner’s goods and/or services.
24. “Personal Data” means data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which the organisation has or is likely to have access.
25. “Rewards Cards” means Link Programme membership cards (which can either be physical or virtual cards) which bear the Link Logo or such cards that are notified by NTUC Link to Partner from time to time.
26. “Services” means all services provided by the FairPrice Group, including but not limited to the FairPrice Services and services available for the Link Programme, whether online or offline.
27. “Service Provider” means the service provider engaged by the FairPrice Group to provide operational, administrative, ancillary and other services in respect of the Services.
28. “Third Party Sites” mean any third-party websites that may be linked via the FPG Platform.
29. “Union” or “NTUC” means National Trades Union Congress.
30. “Users” means all users of the Services and the FPG Platform.

Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa, references to

natural persons shall include body corporate and the use of any gender shall include all genders. The use of headings in these Link Terms and Conditions are for ease of reference only and should not be used for the interpretation of these Link Terms and Conditions.

LINK REWARDS PROGRAMME

1. ELIGIBILITY

As the Link Programme belongs to NTUC Link, any individual's participation in the Link Programme shall be at the sole discretion of NTUC Link. An individual must hold a valid Account in order to participate in the Link Programme.

2. REWARDS

2.1 A Link Member can earn Linkpoints via the following methods:

- a. when purchasing qualifying goods and/or services from a Link Partner provided that (i) for transactions via the FPG Platform, a valid e-Card must be installed on the FPG Platform and verified by NTUC Link, and (ii) for in-store purchases, his/her valid Rewards Card must be presented at the point of sale; and
- b. any other methods prescribed by NTUC Link from time to time.

2.2 Where the purchase of goods and/or services from a Link Partner is made online or via other methods prescribed by NTUC Link and/or the Link Partner, the Link Member shall provide all necessary information as reasonably requested by NTUC Link and/or the Link Partner in order for the Award to be made.

2.3 Linkpoints will be awarded for purchase of qualifying goods and/or services, subject to minimum spend conditions and (if applicable)

other terms for earning Linkpoints as may be determined by the Link Partner. There is no minimum spend condition for purchase of goods and/or services from NTUC Fairprice Co-operative Limited;

2.4 All Awards shall be made in accordance with the Link Terms and Conditions herein and the Link Partner's Terms and Conditions.

2.5 Linkpoints accrued in an Account are not transferable or assignable to any other Link Member or Account. However, Linkpoints earned from in-store purchases under a supplementary Rewards Card will be combined in the Account under the principal Link Member's name.

2.6 In addition to the other provisions under Clause 2, NTUC Link will only record and credit the Linkpoints in the Link Member's Account when the following conditions are met ("Award Conditions"):

- a. NTUC Link's receipt, verification and acceptance of the notification of Award from the Link partner. The Link Members acknowledge and agree that NTUC Link shall not be responsible for any delay or failure on the part of the Link Partner in submitting the notification of Award to NTUC Link; and
- b. That the Link Partner has entered into and maintains a valid Partner Agreement with NTUC Link and that the Link Partner is not in breach of any provisions of the Partner Agreement whether or not NTUC Link has notice of or has given notice to the Link Partner for any breach by the Link Partner.

2.7 In the event that any of the Award Conditions is not met, NTUC Link may, in its sole discretion, do any of the following:

- a. delay the recording and crediting of such Linkpoints in the Link Member's Account until all the Award Conditions are met;

- b. refuse to record and credit such Linkpoints in the Link Member's Account; or
- c. if the Linkpoints have already been recorded and credited into the Link Member's Account, to cancel and deduct such Linkpoints from such Account.

Any decision made by NTUC Link under this Clause 2.7 shall be final and binding.

2.8 Where requested by the Link Partner and supported by documentary evidence satisfactory to NTUC Link, NTUC Link may, but shall not be obliged to do so, cancel and deduct the credited Linkpoints from the Link Member's Account. Any decision made by NTUC Link under this Clause 2.8 shall be final.

2.9 Linkpoints are automatically void upon termination of the Link Programme, or when a Customer ceases to be a Link Member. Link Members shall not be entitled to any compensation in respect of any cancellation of Linkpoints by NTUC Link pursuant to these Link Terms and Conditions.

2.10 Link Members may check the Linkpoints balance in their Account by logging into their Account at the FPG Platform or by presenting their Rewards Card at the Link Partner's premises.

3. LINKPOINTS VALIDITY PERIOD

3.1 Linkpoints earned in a calendar year will expire on 31 December of that calendar year. However, Link Members are given an additional six months' grace period to redeem their Linkpoints i.e. their Linkpoints earned in a calendar year will be valid till 30 June of the following calendar year. For NTUC Union Members, they will enjoy a

twelve months' grace period i.e. their Linkpoints earned in a calendar year will be valid till 31 December of the following calendar year.

3.2 NTUC Link may from time to time, amend the validity period of the Linkpoints without prior notice to the Link Member.

3.3 Expired Linkpoints will be automatically forfeited at the absolute discretion of NTUC Link without compensation to the Link Member.

4. USING LINKPOINTS TO OFFSET PAYMENTS

4.1 Link Members may use their Linkpoints to offset payments at Link Partner's outlets where payment by Linkpoints (whether partially or fully) is allowed by the Link Partner and NTUC Link.

4.2 Link Members must (i) in the case of in-store purchase, present their Rewards Card at the point of sale; or (ii) select the relevant payment option on the FPG Platform, for the deduction of the Linkpoints from his or her Account towards such payments.

4.3 Any deduction of Linkpoints from the Account will not be refunded to the Link Member for any reason whatsoever.

5. CHANGES TO THE ACCOUNT

5.1 Notwithstanding any other provisions in these Link Terms and Conditions and without prejudice to any other rights and remedies stated herein, NTUC Link reserves the right to make any changes to the Account (including but not limited to crediting or deducting Linkpoints from the Account, suspending or terminating the Account) and/or disqualify the Link Member from participating in any contest, lucky draw, programme, activity or event organised by NTUC Link (whether solely or jointly with the Link Partners, or other collaborators)

without prior notice to the Link Member, upon the occurrence of any of the following circumstances:

- a. Wrongful crediting or deduction of Linkpoints arising from:
 - (i) System glitches, malfunction, failure or disruption;
 - (ii) Human error;
 - (iii) Dishonest or fraudulent means; or
 - (iv) Operational mistakes or changes;
- b. Inaccurate, false, misleading or illegible information supplied by the Link Member; or
- c. Changes in the terms and conditions of the contest, lucky draw, programme, activity or event.

6. TERMINATION

6.1 NTUC Link may in its sole discretion, without prior notice to the Link Member, suspend or terminate the Link Programme.

6.2 NTUC Link may terminate the Link Member's Account immediately if any one or more of the following shall occur:

- a. the Link Member no longer holds a valid Rewards Card;
- b. the Link Member's Account does not have any activity for a continuous period of 36 months;
- c. the Link Member commits any fraud or misrepresents any information supplied or to be supplied by the Link Member; or
- d. the Link Member defaults on the due observance and performance of any of these Link Terms and Conditions and such default (if capable of being remedied) is not remedied

within a period of thirty (30) days after NTUC Link has given to the Link Member written notice of such default.

6.3 Upon the termination of the Link Member's Account, the Link Member's participation in the Link Programme shall terminate immediately and all Linkpoints in the Link Member's Account shall be forfeited. For the avoidance of doubt, the Link Members shall not be entitled to any compensation in respect of such forfeiture.

7. INDEPENDENT PROGRAMME

7.1 Notwithstanding any collaborations or partnerships with any other entities to issue co-branded cards, the Link Programme is an independent rewards programme wholly owned by NTUC Link.

7.2 It is the responsibility of all holders of such co-branded cards to notify both NTUC Link and the co-brand entity if there are changes to his or her particulars.

8. TRANSACTIONAL INFORMATION RELATING TO THE ACCOUNT

8.1 Upon the Link Member's request, NTUC Link may, at its sole discretion, disclose to that Link Member the transactional information relating to his or her Account up to a maximum period of one (1) year prior to such request.

8.2 If NTUC Link is agreeable to disclose the Link Member's transactional information pursuant to Clause 8.1 above, the Link Member may be required to pay NTUC Link such administrative fees as determined by NTUC Link for the disclosure of the requested transactional information.

8.3 Notwithstanding that Link Members may request to receive his or her transactional information for the past year subject to NTUC Link's approval, Link Members agree that he or she is not entitled to dispute any such transactional information if more than one (1) month has lapsed from the date of such transactional information. NTUC Link's decision regarding any dispute on the transactional information shall be final and binding. Link Members further agree that they will not use such transactional information to commence any legal action or court proceeding against NTUC Link and/or Link Partners, or use such transactional information in any way that may or will cause disrepute to NTUC Link and/or Link Partners or impact NTUC Link and/or Link Partners negatively.

8.4 For the avoidance of doubt, NTUC Link will not entertain any requests from any Link Member for his or her transactional information where the request relates to transactional information that is more than one (1) year prior to the date of the said request.

LINK REWARDS CARD

1. ELIGIBILITY

Any member of the general public who is a Singapore citizen or permanent resident holding a valid NRIC, or a Singapore resident with a valid FIN or Work Permit or Employment Pass, is eligible to apply for the Rewards Card.

2. SIGNUP FEE, ANNUAL FEE AND OTHER FEES

2.1 NTUC Link reserves the right to vary the signup, annual, replacement and re-issuance fees payable by the Link Member for the Rewards Card upon prior written notice to the Link Member.

3. REPRESENTATIONS AND DUTIES OF THE LINK MEMBER

3.1 Each Link Member represents and warrants that all his or her particulars submitted in the application form (whether in hardcopy or electronic) to NTUC Link, Link Partner or the FairPrice Group, as the case may be, are true, accurate and correct. It is the responsibility of each Link Member to notify NTUC Link if there are any changes to his or her particulars.

3.2 Each Link Member acknowledges that the Rewards Card is personal to him or her and shall not be transferred to any other person.

3.3 Each Link Member undertakes to keep his or her Rewards Card in a safe and secure place and shall promptly notify NTUC Link if his or her Rewards Card is lost or stolen. If the Link Member suspects that his or her Rewards Card has been fraudulently used by another person, he or she must notify NTUC Link immediately.

3.4 Link Member shall inform NTUC Link promptly if his or her Rewards Card is defective or damaged. NTUC Link reserves the right to charge a fee, at an amount to be determined by NTUC Link, for the replacement Rewards Card.

4. RIGHTS OF NTUC LINK

4.1 NTUC Link may at time, in its sole discretion, with or without prior notice to the Link Members, do any or all the following:

- a. Suspend or terminate any Rewards Card, which may result in the forfeiture of Linkpoints associated with such Rewards Card, without any compensation to the Link Member;
- b. Refuse to re-issue, renew or replace any Rewards Card;

- c. Terminate an existing Rewards Card and assign a new Rewards Card with a new card number to the Link Member; or
- d. Introduce, amend, restrict, suspend, terminate or make any changes to any or all of the benefits, services, facilities and privileges in respect of or in connection with the Rewards Card and/or Link Programme.

5. TERMINATION OF USE OF THE REWARDS CARD

5.1 Cessation of Union membership

- a. NTUC Union Members who have terminated their Union membership will continue to be enrolled in the Link Programme unless they have notified NTUC Link of their intention to resign from the Link Programme.

5.2 Cessation of Link Programme membership

- a. The Link Member may resign from the Link Programme by contacting or writing to NTUC Link to notify NTUC Link of his or her intention to resign from the Link Programme.
- b. Upon cessation of the Link Member's membership to Link Programme, the Rewards Card will be deactivated, and the Link Member will no longer enjoy the privileges of the Link Programme. All Linkpoints in the Account will be forfeited upon the cessation of the Link Member's membership to the Link Programme. The Link Member shall immediately cease using the Rewards Card.

5.3 Cessation of Link Visa facility

- a. Link Members who have terminated the Link Visa facility of their Rewards Cards will continue to be enrolled in the Link Programme unless they have notified NTUC Link of their

intention to resign from the Link Programme. They may also receive a Rewards Card (with no Visa facility) sent to them, so they may continue enjoying the benefits of Linkpoints and be enrolled in the Link Programme.

LINKPOINTS EXCHANGE

1. ABOUT LINKPOINTS EXCHANGE

1.1 Linkpoints Exchange acts as a loyalty points conversion platform which allows a Link Member to convert his or her Loyalty Points to Linkpoints, or vice versa.

1.2 As NTUC Link does not have access to, or possess any information relating to any Link Member's account in the Loyalty Programme owned by any of the Link Partners listed on Linkpoints Exchange, the Link Member is responsible for ensuring that he or she has the requisite number of Loyalty Points required for the conversion of such Loyalty Points to Linkpoints for the intended transaction to be performed on the Linkpoints Exchange. Any dispute relating to the account balances of the Loyalty Points shall be solely between the Link Member and the Link Partner.

2. ELIGIBILITY

2.1 Link Members

All Link Members with a valid Rewards Card which is in good standing order, may use the Linkpoints Exchange to convert their Loyalty Points to Linkpoints, or vice versa. For avoidance of doubt, a supplementary cardholder is not eligible to perform any conversion transactions on the Linkpoints Exchange. Link Members must log in to their account

on the Linkpoints Exchange in order to perform any conversion transaction on the Linkpoints Exchange.

2.2 Non-Link Members

Persons who are not Link Members will be required to sign up as a Link Member before they are eligible to perform any conversion transaction on the Linkpoints Exchange.

3. ONE-TIME AUTHORISATION

3.1 All Link Members may be required to do a one-time authorisation in the manner as prescribed by NTUC Link, with each of the listed Link Partners on the Linkpoints Exchange, before the Link Members are able to perform the conversion transactions on the Linkpoints Exchange.

4. POINTS CONVERSION

4.1 To be eligible to perform conversion transactions in respect of Linkpoints and the selected Loyalty Points on the Linkpoints Exchange or the Link Partner's Platform, the Link Member must also be a member of the selected Loyalty Programme, and whose memberships in both the Link Programme and such selected Loyalty Programme are valid at the time of the conversion request and remain valid until the conversion transaction is completed.

4.2 Link Members must have the requisite number of Linkpoints or Loyalty Points to perform the intended conversion transaction on either the Linkpoints Exchange or the Link Partner's Platform throughout the entire conversion process until completion.

4.3 NTUC Link may, in its sole discretion, apply different tiers of Linkpoints required for Link Members holding different types of Link

membership, who wish to convert their Linkpoints to a selected Link Partner's Loyalty Points.

4.4 NTUC Link may, in its sole discretion, restrict a particular conversion transaction relating to a specified Loyalty Programme to Link Members who are holding a particular type of Rewards Card.

4.5 The list of Link Partners and the conversion rate between Linkpoints and a Link Partner's Loyalty Points shall be determined by NTUC Link and the Link Partners from time to time. For the avoidance of doubt, NTUC Link and/or the Link Partners may, from time to time, amend the Linkpoints and/or Link Partner's Loyalty Points required for each conversion transaction, or remove a Link Partner from the list of participating Link Partners in the Linkpoints Exchange without prior notice to Link Members.

4.6 In event of a mistake or error in the number of Linkpoints to be deducted or issued for the conversion listed on the Linkpoints Exchange, NTUC Link reserves the right to (i) cancel the Link Member's conversion request; or (ii) process the Link Member's conversion request and deduct or issue the correct number of Linkpoints in respect of such conversion transactions from or to the Link Member's Account.

4.7 Conversion from Loyalty Points to Linkpoints

Where conversion from the selected Link Partner's Loyalty Points to Linkpoints is available on the Linkpoints Exchange, the Link Member must ensure that he or she has more than or at least the same number of Link Partner's Loyalty Points in his or her Link Partner's Loyalty Programme account to perform the conversion based on the conversion rate stated on the Linkpoints Exchange. The conversion request status on the Link Member's Exchange Transactions page will be reflected as "Pending" upon the submission of the conversion

request on the Linkpoints Exchange. Upon the conversion request status on the Link Member's Exchange Transactions page being reflected as "Successful", the corresponding amount of Linkpoints issued based on the conversion rate stated on the Linkpoints Exchange as at the time of the conversion request will be credited into the Link Member's Account.

Where conversion from the selected Link Partner's Loyalty Points to Linkpoints is not available on the Linkpoints Exchange, the Link Member will be directed to the relevant Link Partner's Platform to submit the conversion request. All conversion requests made on a Link Partner's Platform are subject to the terms and conditions stipulated by the Link Partner. NTUC Link will credit the Linkpoints into the Link Member's Account and record the successful conversion transaction on the Link Member's Exchange Transactions page after NTUC Link receives the Link Partner's confirmation of the successful conversion request, which will take between 7 – 14 working days from the submission of the conversion request, or such a longer period as may be mutually agreed by NTUC Link and the Link Partner. In no event shall NTUC Link be responsible for any error, delay or failure of the Link Partner to send NTUC Link its confirmation of the successful conversion request on the Link Partner's Platform.

4.8 Conversion from Linkpoints to Loyalty Points

To perform a conversion transaction from Linkpoints to a Link Partner's Loyalty Points on the Linkpoints Exchange, the Link Member must have more than or at least the same number of Linkpoints in his or her Account to perform the conversion based on the conversion rate stated on the Linkpoints Exchange. Upon submission of the conversion request, the corresponding number of Linkpoints required for the conversion will be deducted from the Link Member's Account immediately and the conversion request status on the Link Member's

Exchange Transactions page will be reflected as “Pending”. The conversion transaction is complete when the conversion request status on the Link Member’s Exchange Transactions page is reflected as “Successful”. If the conversion request is unsuccessful as reflected by the conversion request status on the Link Member’s Exchange Transactions page, the deducted Linkpoints will be reinstated in the Link Member’s Account.

Where available, the Link Member may perform a conversion transaction from Linkpoints to a Link Partner’s Loyalty Points on a Link Partner’s Platform. All conversion requests made on a Link Partner’s Platform are subject to the terms and conditions stipulated by the Link Partner. NTUC Link will deduct the Linkpoints from the Link Member’s Account and record the successful conversion transaction on the Link Member’s Exchange Transactions page after NTUC Link receives the Link Partner’s confirmation of the successful conversion request, which will take between 7 - 14 working days from the submission of the conversion request, or such a longer period as may be mutually agreed by NTUC Link and the Link Partner. In no event shall NTUC Link be responsible for any error, delay or failure of the Link Partner to send NTUC Link its confirmation of the successful conversion request on the Link Partner’s Platform.

4.9 Other Conditions

All conversion requests received by NTUC Link are final and non-cancellable. Once a conversion request has been submitted on the Linkpoints Exchange, it cannot be cancelled or reversed by the Link Member.

4.10 All successful conversion transactions on the Linkpoints Exchange or a Link Partner’s Platform are final and non-cancellable. Any deduction or issuance of Linkpoints from or to a Link Member’s

Account pursuant to a successful conversion transaction on Linkpoints Exchange or a Link Partner's Platform is final and shall not be reinstated or reversed in any circumstances, except in accordance with paragraph 5.2 below.

4.11 NTUC Link's decision in respect of any conversion transactions performed on the Linkpoints Exchange shall be final and binding.

4.12 NTUC Link shall not be liable for any requests or transactions made on a Link Partner's Platform (whether or not Linkpoints are involved) and any dispute arising from the use of such Link Partner's Platform, including but not limited to any error in the conversion rate listed on such Link Partner's Platform, shall be directed to the Link Partner.

5. RESERVED RIGHTS OF NTUC LINK

5.1 If NTUC Link suspects any abuse or fraud by the Link Member in respect of his or her conversion transactions (whether on Linkpoints Exchange or any Link Partner's Platform), NTUC Link, may in its sole discretion, block or cancel the Link Member's Account and/or require the Link Member to compensate NTUC Link for the losses suffered by NTUC Link as a result of such abuse or fraud committed by the Link Member.

5.2 NTUC Link reserves the right to review, cancel and reverse any conversion transaction in the event of any abuse or fraud committed by the Link Member, or an error or mistake made by NTUC Link and/or the Link Partner, in respect of the conversion transaction. NTUC Link shall be entitled to make any adjustments to such Link Member's Account in the foregoing circumstances, at any time during the conversion transaction, or after the completion of the conversion transaction.

5.3 NTUC Link may immediately suspend or terminate a Link Member's right to use the Linkpoints Exchange, without any prior notice to such Link Member, if NTUC Link is of the opinion that such Link Member has failed to comply with, or is in breach of, any of these Link Terms and Conditions, or is otherwise engaged in any fraudulent, criminal or other unauthorised activity on the Linkpoints Exchange.

6. LIABILITY AND INDEMNITY

6.1 Each Link Member assumes all risk and liability for loss or damage arising from his or her use of the Linkpoints Exchange. To the extent permitted by law, NTUC Link disclaims any liability whatsoever arising from or relating to the Link Member's use of the Linkpoints Exchange.

6.2 Each Link Member shall indemnify and hold NTUC Link and its directors, officers, employees, agents and contractors harmless from and against any and all claims, proceedings, loss, damage, costs and expenses (including legal costs on a full indemnity basis) incurred, suffered or sustained by NTUC Link, its directors, officers, employees, agents and contractors directly or indirectly arising from or relating to the Link Member's use of the Linkpoints Exchange.

7. NO PRINCIPAL AND AGENT RELATIONSHIP

7.1 Each Link Member acknowledges that NTUC Link and each Link Partner are independent contractors, and neither entity is an agent of the other entity. As such, each Link Member agrees to approach the Link Partner directly in respect of any queries or disputes relating to such Link Member's account in the Link Partner's Loyalty Programme, including any conversion transactions using the Link Partner's Platform.

7.2 Where deemed necessary by NTUC Link in its sole discretion, NTUC Link may (but shall not be obliged to) assist the Link Member to seek clarification from the relevant Link Partner in respect of such Link Member's conversion transaction.

GENERAL

1. NOTICES

1.1 A notice from NTUC Link to the Link Member pursuant to these Link Terms and Conditions may be sent (i) by post to the address of the Link Member listed on NTUC Link's records; (ii) by text messages to the Link Member's mobile number listed on NTUC Link's records; (iii) by email to the Link Member's email address listed on NTUC Link's records; (iv) by way of a notice on the FPG Platform; or (v) by such other mode as agreed between NTUC Link and the Link Member, regardless of whether Member has opted out of marketing communications from NTUC Link. It is the responsibility of the Link Member to inform NTUC Link if there are any changes to his or her particulars on NTUC Link's records. Such notices shall be deemed to be delivered to the Link Member on (i) the date of posting if sent by post; (ii) date of text messages delivery if sent by text messages; (iii) date of email transmission if sent by email; or (iv) date of upload of the notice on the FPG Platform if by way of notice on the FPG Platform.

1.2 All notices, requests and instructions from the Link Members to NTUC Link must be made in writing and delivered to NTUC Link in the form of email to enquiries@ntuclink.com.sg or through <https://support.link.sg/hc/en-us/requests/new>. Notwithstanding the foregoing, NTUC Link shall be entitled in its absolute discretion to reply and act on any verbal notice, request or instruction of the Link Member if NTUC Link reasonably believes that such notice, request or instruction originated from the Link Member.

1.3 Save for enquiries or requests relating to data protection matters where it will be attended in accordance with FairPrice Group's Privacy Notice, NTUC Link will need at least three (3) working days from NTUC Link's receipt of the Link Member's notice, request or instruction to process the Link Member's request or instruction.

2. LINK MEMBER'S AND USER'S ASSUMPTION OF LIABILITY AND INDEMNITY

2.1 Each Link Member assumes all risk and liability for loss, damage or injury to the person or property of the Link Member or any other person arising from the Link Member's participation in the Link Programme. To the extent permitted by law, NTUC Link disclaims any liability whatsoever arising from or relating to the Link Member's participation in the Link Programme.

2.2 Each Link Member shall indemnify and hold the FairPrice Group, NTUC Link, its Service Provider, and their respective directors, officers, employees, agents and contractors (together, the "Indemnified Parties") harmless from and against any and all claims, proceedings, loss, damage, costs and expenses (including legal costs on a full indemnity basis) incurred, suffered or sustained by the Indemnified Parties directly or indirectly arising from or relating to the Link Member's participation in the Link Programme, the Link Member's use, misuse or abuse of the Rewards Card and/or breach of these Link Terms and Conditions by the Link Member.

3. NTUC LINK'S DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY

3.1 Link Members agree that the Rewards Cards are intended to be used as a loyalty card for the accumulation of Linkpoints for eligible

purchases and that NTUC Link does not make any representation or warranty with respect to any goods and/or services purchased, whether or not the purchase qualifies for Linkpoints Award. NTUC Link shall not be liable for any claim, loss, damage, injury, death, costs or expenses howsoever incurred, suffered or sustained by the Link Member as a result of or in connection with the purchase of such goods and/or services. Each Link Member agrees to direct all claims in relation to such goods and/or services to the Link Partner, manufacturer or such appropriate third party concerned with the supply of such goods and/or services.

3.2 Link Members acknowledge and accept that the use of Linkpoints to offset payments at the Link Partner's outlets for the purchase of goods and/or services shall constitute a contract for sale between the Link Member and such Link Partner. As such, NTUC Link assumes no liability in respect of any goods and/or services purchased by the Link Member from the Link Partner using Linkpoints. The Link Member agrees to direct all claims in relation to such goods and/or services to the Link Partners, manufacturer or such appropriate third party concerned with the supply of the goods and/or services.

3.3 To the fullest extent permitted by law, FairPrice Group and NTUC Link shall not be liable for any claim, loss, damage, cost or expense incurred, suffered or sustained by Link Members or Users arising from or in connection with:

- a. any failure or refusal by any Link Partner in accepting the Rewards Card or crediting of Linkpoints in the Account;
- b. any defective or damaged Rewards Card;
- c. any lost, misplaced or stolen Rewards Card;
- d. the use of the Rewards Card;
- e. any loss of data and records relating to the Account or Link Programme;

- f. any loss of stored value (including Linkpoints) in the Rewards Card or any inability to use the stored value in the Rewards Card;
- g. any acts, omissions, negligence or wilful default on the part of the Link Partner;
- h. any acts, omissions, negligence or wilful default on the part of FairPrice Group, NTUC Link, and their respective directors, officers, employees, agents or contractors;
- i. the inability of FairPrice Group or NTUC Link to perform any Services or of their respective obligations due, whether directly or indirectly, to the failure of any computer, machine, processing or communication systems, power failure, industrial dispute, war, act of God, governmental regulations, prohibitions or measures of any kind, or any event beyond reasonable control of the FairPrice Group or NTUC Link, as the case may be; or
- j. any failure or inability of the Link Member or User to access the FPG Platform or to use any of the Services.

4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

4.1 The FPG Platform and Linkpoints Exchange are protected by copyright, trademarks and other forms of proprietary rights. The software is the exclusive property of the FairPrice Group, NTUC Link and/or their licensor and they retain all rights, title and interest in and to the software throughout the world, including any modifications and improvements to it.

4.2 All intellectual property subsisting on the FPG Platform and Linkpoints Exchange, including the design, text, images, graphics, logos and other content, and all intellectual property rights contained therein belongs to the FairPrice Group, NTUC Link and/or their licensors.

4.3 Link Members and Users agree not to copy, reproduce, distribute or publish any content of the FPG Platform and Linkpoints Exchange without prior written permission from the FairPrice Group, NTUC Link and/or their licensors.

4.4 For the avoidance of doubt, all intellectual property subsisting in any material, media, sample, document, platform or third-party sites relating to the Link Programme belongs to NTUC Link and/or its licensors.

5. ACCESS TO THIRD PARTY SITES

5.1 Link Members and Users may be able to access Third Party Sites. Third Party Sites are not reviewed, controlled, or examined by FairPrice Group in any way and FairPrice Group is not responsible for the content, availability, advertising, products or other materials of any such Third Party Sites, or any additional links contained therein. These links do not imply the FairPrice Group's endorsement of, association, partnership or any other relationship with the Third Party Sites with their operators. It is the sole responsibility of Link Members and Users to comply with the terms of service and privacy notice of the Third Party Sites as well as with any other obligation under copyright, secrecy, defamation, decency, privacy, security and export laws related to the use of such Third Party Sites and any content contained there on. In no event shall the FairPrice Group be liable, directly or indirectly, to anyone for any loss or damage arising from or occasioned by the creation or use of the Third Party Sites or the information or material accessed-through these Third Party Sites. Any concerns should be directed to the Third Party Site's administrator or webmaster. The FairPrice Group reserves the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any link to any of the Third Party Sites from the FPG Platform and/or introduce different links to different users.

6. MISCELLANEOUS

6.1 NTUC Link may amend these Link Terms and Conditions from time to time without prior notice to the Link Member or User. It is the responsibility of the Link Member or User to check the FPG Platform regularly for any amendments to these Link Terms and Conditions . By using his or her Rewards Card, logging into his or her Account on the FPG Platform to participate in the Link Programme, or using any of the Services after these Link Terms and Conditions have been amended, the Link Member or User is deemed to have accepted such amendments to these Link Terms and Conditions.

6.2 No failure or delay on the part of NTUC Link in exercising any right or remedy under these Link Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy. Any waiver by NTUC Link of their right or remedy in respect of any of these Link Terms and Conditions or any breach of these Link Terms and Conditions by the Link Member or User shall be made in writing and may be given subject to such conditions as may be imposed by NTUC Link, and shall only be effective in the instance and for the purpose for which the waiver was given.

6.3 Terms of these Link Terms and Conditions are severable and distinct from one another and if at any time any of the terms in these Link Terms and Conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms shall not be affected or impaired in any way.

6.4 NTUC Link shall have the right to assign the Link Programme and/or any of its rights, obligations or liabilities hereunder to any persons or entities without the consent of the Link Member or User. The Link Member or User shall not have any right to assign any of its

rights, obligations or liabilities hereunder to any persons or entities without the prior written consent of NTUC Link.

6.5 These Link Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore. Link Members and Users hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the Republic of Singapore.

COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

The collection, use and disclosure of Link Members' and Users' Personal Data will be in accordance with FairPrice Group's Privacy Notice which is available [here](#). By using his or her Rewards Card, logging into his or her Account on the FPG Platform to participate in the Link Programme, or using any of the Services, the Link Member or User is deemed to have read, understood and accepted the terms of FairPrice Group's Privacy Notice. For enquiries relating to FairPrice Group's Privacy Notice please contact FairPrice Group Customer Service at **6380 5858** or email to **dpo@fairprice.com.sg**.